

<i>SERFF Tracking Number:</i>	<i>PRMD-126445391</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Primerica Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44507</i>
<i>Company Tracking Number:</i>	<i>PLA-108 AR REV 1</i>		
<i>TOI:</i>	<i>L04I Individual Life - Term</i>	<i>Sub-TOI:</i>	<i>L04I.500 Other</i>
<i>Product Name:</i>	<i>PLA-108 AR REV 1 - Disclosure Booklet</i>		
<i>Project Name/Number:</i>	<i>Disclosure Booklet/PLA-108 AR REV 1</i>		

## Filing at a Glance

Company: Primerica Life Insurance Company

Product Name: PLA-108 AR REV 1 - DisclosureSERFF Tr Num: PRMD-126445391 State: Arkansas

Booklet

TOI: L04I Individual Life - Term

SERFF Status: Closed-Filed-Closed

State Tr Num: 44507

Sub-TOI: L04I.500 Other

Co Tr Num: PLA-108 AR REV 1

State Status: Filed-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Freda Beale, Leny Combs Disposition Date: 01/08/2010

Date Submitted: 01/07/2010

Disposition Status: Filed-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Disclosure Booklet

Project Number: PLA-108 AR REV 1

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/08/2010

Deemer Date:

Submitted By: Freda Beale

Filing Description:

RE: PLA-108 AR REV 1 – Disclosure booklet

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 01/08/2010

Created By: Freda Beale

Corresponding Filing Tracking Number: PLA-108 AR REV 1

The above-referenced form is being submitted for your review and approval. This is a new form and does not replace an existing form.

Disclosure form PLA-108 AR REV 1 is similar to form PLA-108 AR REV, which was approved by your Department on September 2, 2009, under SERFF Tracking Number PRMD-126265843. The difference is that the filed form includes

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text similar to that of form PLA-740 AR, Important Notice: Replacement of Life Insurance or Annuities, which was approved by your Department on December 7, 2009, under SERFF Tracking Number PRMD-126396270. A copy of form PLA-108 AR REV 1 with the differences highlighted is included on the Supporting Documentation tab.

Paper copies of disclosure form PLA-108 AR REV 1 will be presented to applicants at the beginning of the application process who are applying using the electronic method.

The filed form will be used with all life insurance plans that are currently marketed and that have been approved by your Department. These forms may also be used with any life insurance policy forms that we may develop in the future.

These forms are in final print. The Company reserves the right to change the appearance and pagination but not the text of these forms to comply with future changes in print systems. The Company also reserves the right to change the color and/or weight of the paper on which these forms are printed and the logo, telephone numbers and addresses, which are bracketed, and to correct typographical errors without refiling.

Your approval and/or acknowledgement of this filing will be greatly appreciated. If you have any questions or if additional information is required, please do not hesitate to contact me.

## Company and Contact

### Filing Contact Information

freda beale,	freda.beale@primerica.com
3100 breckinridge blvd	770-564-6122 [Phone]
duluth, GA 30099-0001	770-564-7948 [FAX]

### Filing Company Information

Primerica Life Insurance Company	CoCode: 65919	State of Domicile: Massachusetts
3100 Breckinridge Blvd	Group Code:	Company Type: term life insurance
Duluth, GA 30099-0001	Group Name:	State ID Number:
(770) 546-6158 ext. [Phone]	FEIN Number: 04-1590590	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$75.00
Retaliatory?	Yes
Fee Explanation:	Massachusetts our domiciliary state requires \$75 per form.
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Primerica Life Insurance Company	\$75.00	01/07/2010	33343262

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Filed-Closed	Linda Bird	01/08/2010	01/08/2010

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## Disposition

Disposition Date: 01/08/2010

Implementation Date:

Status: Filed-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		No
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Form PLA-108 AR REV 1 with changes highlighted		Yes
<b>Form</b>	Disclosure Booklet		Yes

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## Form Schedule

**Lead Form Number: PLA-108 AR REV 1**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	PLA-108 AR REV 1	Other	Disclosure Booklet	Initial			PLA-108 AR REV 1 - FILING DRAFT 1.7.10.pdf

# Application Agreement

By signing this application on paper, or electronically, if electronic application process is used, We (Applicant and/ all Insured(s)) represent that all of the information in this Application and all additions to this Application (such as examination reports and amendments) are true, complete and are part of the Application. A paper copy of the Application will be attached to and made a part of the policy. Upon delivery, we will review it to confirm that our responses are true and complete. We acknowledge that Primerica Life Insurance Company relies on this information to determine whether, and on what terms, to issue a policy. Our acceptance of our policy will be considered our confirmation of the accuracy of our application information. If the application information is false, incorrect, or incomplete, we will immediately inform our agent or the Company. We understand that if within 2 years of policy issue date, any information is determined to be false, incomplete or incorrect, our policy may be rendered void.

We agree that, except as provided in the Conditional Premium Receipt, this insurance will not take effect until at least one full month's premium is paid and the policy is issued and delivered while the information provided in the Application and all additions continue to be true. If the Company issues a policy other than as applied for, an amendment will be issued which must be signed and received by the Company before the policy can become effective.

We understand that no agent of the Company is authorized to make or modify a policy or waive any of the Company's rights or requirements. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

## Conditional Coverage

We understand and agree that no insurance will be in effect before a policy is issued unless all of the following conditions are met:

1. All of the information in the Application and any additions to the Application must be true and complete;
2. The proposed insured must be a standard risk according to the Company's underwriting rules;
3. All items concerning insurability (including, but not limited to, the results of medical examinations or body fluid studies and attending physician statements) must be received; and
4. At least one full month's premium (but not more than the amount required to purchase \$500,000 of insurance for each insured) for the policy applied for must be received with the Application.

**EFFECTIVE DATE OF CONDITIONAL COVERAGE** Any Conditional Coverage will become effective on the date the Application is signed, or the date the Company receives the results of all required tests and exams or other requested information, whichever is later.

**CONDITIONAL COVERAGE AMOUNT AND LIMIT** The amount of insurance provided under this conditional receipt is the amount applied for and for which premium has been paid, but not exceeding \$500,000 for each proposed insured.

## Method of Billing

You may save money by paying the premium on an annual basis. Semi-annual, quarterly, and monthly premiums include additional premium charges. Whether you will save money depends upon a number of factors, including the interest rate applicable to your savings or other account and/or the interest or other cost to you of borrowing money from a third party to make an annual premium payment rather than periodic payments. If you would like additional information, including information about the cost of our periodic payments, please contact your sales representative.

## Pre-Authorized Checking Payment Plan

By choosing to pay premiums monthly, you are authorizing the Company to direct a transfer of funds, to be made by drawing of a check, an automatic debit entry, or any other means permitted by law (a "payment transfer") from your account.

You also acknowledge and agree to the following terms and conditions:

1. Payment transfers will be made on or about the premium due date. The entry on your financial institution's account statement showing that a payment transfer has been made or your receipt of a cancelled check reflecting a payment transfer will be your notice of our receipt of your premiums.
2. A premium payment will be considered as been made and received by us only if the payment transfer for that premium is actually completed by your financial institution. If your financial institution refuses to make a payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed or readjusted, for any reason, including



a stop payment order or for insufficient funds, **You will be responsible for any charges incurred. The Company may make a second attempt to have a payment transfer made from your account for that premium.** Any subsequent payment transfer completed by your financial institution or any other payment will be applied toward back premiums due, and may not prevent any lapse of the policy for non-payment of premium(s).

3. The Company may terminate your participation in the Pre-Authorized Checking Plan at any time without prior notice if your financial institution refuses to make a payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed or readjusted for any reason, including stop payment order or for insufficient funds.
4. The Pre-Authorized Checking Plan may be terminated at any time by the Company, the policyowner or an Authorized Account Holder by written notice to other parties. **Notification to the Company shall be effective only with respect to payment transfers directed by the Company after the Company has received the notification. The Company will process the changes within 3 - 10 business days after receipt. You may, at your expense, request that your financial institution discontinue making payment transfers for premium payments from your account.** Your financial institution also reserves the right to terminate its participation in the Pre-Authorized Checking Plan at any time without prior notice.
5. If the Pre-Authorized Checking Plan is terminated for any reason, any premium past due at the time of termination and any premiums due after the date of that termination will be payable at the premium rate and in accordance with the payment schedule which would have been applicable to the policy if you had not chosen to participate in the Pre-Authorized Checking Plan. If the Pre-Authorized Checking Plan is terminated, the amount of the first premium due after the date of that termination will be prorated and the premium payment schedule revised so that a regularly scheduled premium payment will be due on each policy anniversary date. If your financial institution refuses to make payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed, or readjusted, causing termination of the Pre-Authorized Checking Plan, your policy will automatically be placed on a quarterly direct billing mode, unless otherwise directed by the policyowner.
6. Primerica Life will not be liable for any loss, damage or expenses of any kind or nature resulting directly or indirectly from, or in any way connected with, the refusal of your financial institution to complete a payment transfer or the rejection, dishonor, return, reversal or readjustment for any reason of a payment transfer.

## Applying for Preferred Rates

If you applied for preferred rates, you understand that to be eligible for preferred rates you must: (1) meet preferred rate underwriting criteria; (2) submit to additional testing requirements, such as blood and urine testing; and (3) meet minimum coverage amount requirements. You also understand that the final determination for coverage and the risk classification is subject to approval by the Underwriting Department.

## Health Insurance Portability and Accountability Act (HIPAA) Authorization

### For Use and Disclosure of Protected Health Information

By my signature below or by my electronic signature if the electronic application process is used: **(1)** I authorize Primerica Life Insurance Company, its affiliates, reinsurers, and authorized representatives, including agents, insurance support organizations and service providers to receive my health information; **(2)** I acknowledge that health information may include information within the past 10 years about prescription histories, the diagnosis, treatment and prognosis of any physical or mental condition and the use of drugs or alcohol, but not psychotherapy notes; **(3)** I authorize any licensed physician, medical practitioner, hospital, clinic, Veteran's Administration, government facility, or other entity or person ("My Providers") to disclose my health information; **(4)** I acknowledge that this Authorization is to determine my eligibility for insurance and any claim for insurance benefits; **(5)** I acknowledge that this Authorization expires two (2) years from the date it is signed; **(6)** I acknowledge that I may revoke this Authorization at any time, by sending written notice to My Provider's address, however, my revocation will not apply retroactively or prevent the Company from contesting a claim for insurance benefits; **(7)** I acknowledge that if I refuse to sign this Authorization, My Providers may not refuse to provide treatment or payment for health care services, however the Company may not be able to process my application or, if coverage is issued, make any benefit payments; **(8)** I acknowledge that information disclosed pursuant to this Authorization may be redisclosed and no longer covered by certain federal rules governing privacy of health information; and **(9)** I acknowledge that a photographic copy of this Authorization, including a photographic or electronic copy of my signature, is valid as the original and I may receive a copy of this Authorization after it is signed.

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Signature of Proposed Primary Insured

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Signature of Spouse (if proposed for coverage)

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Date

# Disclosure for Investigative Consumer Reports and the Medical Information Bureau (MIB)

As a part of the Company's regular underwriting procedure, an investigative consumer report may be obtained which will contain personal information concerning your character, habits, general reputation, personal characteristics and mode of living, except as may be related directly or indirectly to your sexual orientation. This information may be obtained through personal interviews with your neighbors, friends, associates and acquaintances. In the event that a report is obtained, you understand that you may request to be interviewed in connection with the report and that a right of access and correction exists with respect to the report and all personal information collected. Upon written request to the Company at [3120 Breckinridge Boulevard, Duluth, Ga. 30099-0001], further detailed information on the nature and scope of the report will be provided.

Information regarding your insurability will be treated as confidential. The Company or its reinsurers may, however, make a brief report to the MIB, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its Members. If you apply to another Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the MIB, upon request, will supply such company with information in its files.

Upon receipt of a request from you, the MIB will arrange disclosure of any information it may have in your file. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is [50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8134], toll-free telephone numbers [866-692-6901 (TTY 866-346-3642) for hearing impaired).

The Company or its reinsurers may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

## Notice and Consent for Blood and Body Fluid Testing

To help evaluate your insurability, Primerica Life Insurance Company has requested that you elect to provide samples of your blood and/or other body fluids for testing and analysis. Depending on your age, your medical history and the amount or the type of insurance applied for, you may be asked to provide a sample of blood and/or body fluids, such as saliva, for testing and analysis. All tests will be performed by a licensed laboratory. By signing and dating the handheld computer, you agree that the testing and analysis may be performed on your blood and/or other body fluid samples.

The tests to be performed will include a test to try to determine the presence of antibodies or antigens to the Human Immunodeficiency Virus (HIV), also known as the AIDS virus. The HIV test performed is actually a series of tests designed to determine the presence of these antibodies or antigens. If you have been infected with the HIV virus, which causes AIDS, your body may have produced HIV antibodies which try to get rid of the infection.

You may be requested to provide a sample of your body fluids (e.g., saliva) for testing for evidence of HIV antibodies and foreign substances such as cotinine and cocaine. You may be requested to provide a sample of your blood for testing for evidence of HIV antibodies, and for other testing such as determining blood cholesterol and related lipids (fats) and screening for diabetes, liver and kidney disorders.

## Testing Considerations

Many public health organizations recommend a person seek counseling before taking an HIV related test, to become informed about the implications of such test. You may wish to consider counseling, at your expense, prior to being tested.

## Meaning of a Positive Test Result

Either HIV test is reliable. A blood test is more reliable than a body fluid test. You may elect which sample you prefer to provide for initial testing. In some instances, the test results may be abnormal ("positive") for persons who are not infected with the virus. Additionally, the test results may occasionally be normal ("negative") in persons who are infected with HIV, especially when the infection has occurred within the previous 6 months.

While abnormal HIV test results do not mean you have AIDS, they could mean you have a significantly increased risk of developing AIDS or AIDS-related conditions and you should consider further independent testing. Federal authorities say that persons who are HIV positive should be considered to be infected with the AIDS virus and capable of infecting others. An abnormal test result or other significant blood or body fluid abnormalities may adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

## Disclosure of Positive Test Results

All test results will be treated confidentially. The results of the test will be reported by the laboratory to the Insurer. The test results will be disclosed to employees of the Insurer who have the responsibility to make underwriting decisions on behalf of the Insurer or to outside legal counsel who need such information to effectively advise the Insurer with regard to your application for insurance. The results also may be reported to the Insurer's affiliates or reinsurers in connection with insurance you have applied for. In addition, if you are refused insurance because your HIV test is abnormal, a generic code signifying non-specific blood abnormality will be reported to the Medical Information Bureau, Inc. (MIB). Test results will not otherwise be disclosed, except as required by law or as authorized by you.

## Notification of Test Results

If your HIV test results are normal, no notification will be sent to you. If your HIV tests are abnormal, the Insurer will contact you, your legal guardian, or another person authorized by you.

If you wish to preauthorize another person for notification of abnormal test results, please give the name and address of the person you authorize to your Primerica representative. We encourage you to authorize a physician or other health care provider for the purpose of discussing test results.

## Informed Consent

I have read and I understand this NOTICE AND CONSENT FOR BLOOD AND BODY FLUID TESTING. I voluntarily consent to the withdrawal of blood from me by needle and/or the withdrawal of a body fluid sample, and the testing of that blood and/or body fluid as described above, and the disclosure of the test results as described above, including disclosure to the person, if any, indicated on the handheld computer. I have read the information in this notice about what a test result means and understand that I should contact a local AIDS service group or my physician or health care provider for further information and counseling if the HIV test result is abnormal. If I elected body fluid testing, I acknowledge that: 1) the agent has discussed, and I have received the information about providing a body fluid specimen, the collection device and HIV/AIDS; 2) I have read and understand this information, including that I may elect a blood or a body fluid collection method of test; and 3) I understand that I am responsible to avail myself for any necessary retesting, and if I choose not to do so, I authorize the Company to consider my inaction as my request to withdraw my application for insurance. I understand that I have the right to request and receive a copy of my authorization.

## Terminal Illness Accelerated Benefit Disclosure

The policy You (the owner) have applied for contains a Terminal Illness Accelerated Benefit. We are required to provide you with this disclosure. This benefit is not a long term care policy.

If the Insured becomes terminally ill with a life expectancy of less than six months, You may choose to request the Accelerated Benefit. This Benefit provides an Accelerated Payment of 40% of the Face Amount of the Policy or Rider not to exceed a maximum of \$250,000.

The Accelerated Benefit payment will only be paid upon a diagnosis of a Terminal Illness, which is a noncorrectable medical condition that with reasonable medical certainty, will result in the Insured's death in less than 6 months from the date of the Physician Statement.

There is a one time administrative fee of \$200.00 plus interest calculated at the current yield on a 90 day Treasury Bill. Payment of this Benefit will result in a lien against the proceeds of your policy. For example, if you have a policy with the Face Amount of \$100,000, you may apply for \$40,000. You will be paid the \$40,000 upon approval of your claim. Assuming the annual interest rate is 3% and final death proceeds are paid 4 months after the Accelerated Benefit is paid, \$40,000 plus the \$200.00 administrative fee plus 3% for 4 months on \$40,200, for a total of \$40,602, will be deducted from the final death proceeds.

Payment of the Accelerated Benefit will have no effect on the amount of future premiums, if any, required under this policy. If you do not have a waiver of premium, you are still obligated for future premiums.

ANY ACCELERATED BENEFIT PAID UNDER THIS POLICY MAY BE TAXABLE. A PERSONAL TAX ADVISOR SHOULD BE CONSULTED. PAYMENT OF ANY ACCELERATED BENEFIT MAY ALSO ADVERSELY AFFECT THE RECIPIENT'S ELIGIBILITY FOR MEDICAID AND OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. THIS DISCLOSURE IS NOT A CONTRACT, IT IS INTENDED ONLY AS A SUMMARY OF THE BENEFIT PROVISIONS. IN ALL CASES, CONSULT YOUR POLICY FOR FULL DETAILS AND RESTRICTIONS.

# Important Notice: Replacement of Life Insurance or Annuities

If you have existing insurance, your Primerica Representative will offer to read to you this section.

You are contemplating the purchase of a life insurance policy and/or rider. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy and/or rider or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy and/or rider or an annuity contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy and/or rider. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and also those asked and recorded by your Representative.

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy and/or rider or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You may return your policy and/or rider to Primerica Life for any reason within 30 days after you receive it. If returned, it will be considered void from the beginning. Any premium paid will be refunded.

Your representative will complete the following information:

CONTRACT OR POLICY PROVISION	EXISTING POLICY (for more policies use an additional PLA-108 AR REV 1)			REPLACEMENT POLICY
	Policy 1	Policy 2	Policy 3	
Current Proposed Premium/Annual Consideration				
Current Contract Value				N/A
Current Surrender Value				N/A
Death Benefit Amount				
Current Interest Rate & Guarantee Period				N/A
Guaranteed Minimum Accumulation/ Interest Rate				N/A
Surrender Charge Period in Years/Charge Percentage Per Year/Years Remaining				N/A
Are free withdrawals available? If yes, what percentage? List options.				N/A
Other Significant Policy or Contract Provision				

You should discuss the above information and following questions with your representative to determine whether replacement or financing your purchase makes sense.

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request an in force illustration, the policy summary or available disclosure documents, one must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure

that you are making an informed decision.

**PREMIUMS.** Are they affordable? Could they change? You're older -- are premiums higher for the proposed new policy and/or rider? How long will you have to pay premiums on the new policy and/or rider? On the old policy?

**POLICY VALUES.** New policies and/or riders usually take longer to build cash values and to pay dividends. Acquisition costs for the old policy may have been paid, you will incur costs for the new one. What surrender charges do the policies have? What expense and sales charges will you pay on the new policy and/or rider? Does the new policy and/or rider provide more insurance coverage?

**INSURABILITY.** If your health has changed since you bought your old policy, the new one could cost you more or you could be turned down. You may need a medical exam for a new policy and/or rider. Claims on most new policies and/or riders for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY AND/OR RIDER.** How are premiums for both policies being paid? How will the premiums on your existing policy and/or rider be affected? Will a loan be deducted from death benefits? What values from the old policy are being used to pay premiums?

**IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT.** Will you pay surrender charges on your old contract? What is the interest rate guarantee for the new contract? Have you compared the contract charges or other policy expenses?

**OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS.** What are the tax consequences of buying a new policy and/or rider? Is this a tax-free exchange? (See your tax advisor.) Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code? Will the existing insurer be willing to modify the old policy and/or rider? How does the quality and financial stability of the new company compare with your existing company?

SERFF Tracking Number:	PRMD-126445391	State:	Arkansas
Filing Company:	Primerica Life Insurance Company	State Tracking Number:	44507
Company Tracking Number:	PLA-108 AR REV 1		
TOI:	L041 Individual Life - Term	Sub-TOI:	L041.500 Other
Product Name:	PLA-108 AR REV 1 - Disclosure Booklet		
Project Name/Number:	Disclosure Booklet/PLA-108 AR REV 1		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	
<b>Bypass Reason:</b>	Not applicable to this filing.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Application	
<b>Comments:</b>		
The application to be used with the filed form is SFA-41 AR that was approved by your Department on 6/27/06 and amended on 12/8/06.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Life & Annuity - Acturial Memo	
<b>Bypass Reason:</b>	Not applicable to this filing.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Form PLA-108 AR REV 1 with changes highlighted	
<b>Comments:</b>		
See document attached.		
<b>Attachment:</b>		
PLA-108 AR REV 1 - FILING DRAFT with changes highlighted 1.7.10.pdf		

# Application Agreement

By signing this application on paper, or electronically, if electronic application process is used, We (Applicant and/ all Insured(s)) represent that all of the information in this Application and all additions to this Application (such as examination reports and amendments) are true, complete and are part of the Application. A paper copy of the Application will be attached to and made a part of the policy. Upon delivery, we will review it to confirm that our responses are true and complete. We acknowledge that Primerica Life Insurance Company relies on this information to determine whether, and on what terms, to issue a policy. Our acceptance of our policy will be considered our confirmation of the accuracy of our application information. If the application information is false, incorrect, or incomplete, we will immediately inform our agent or the Company. We understand that if within 2 years of policy issue date, any information is determined to be false, incomplete or incorrect, our policy may be rendered void.

We agree that, except as provided in the Conditional Premium Receipt, this insurance will not take effect until at least one full month's premium is paid and the policy is issued and delivered while the information provided in the Application and all additions continue to be true. If the Company issues a policy other than as applied for, an amendment will be issued which must be signed and received by the Company before the policy can become effective.

We understand that no agent of the Company is authorized to make or modify a policy or waive any of the Company's rights or requirements. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

## Conditional Coverage

We understand and agree that no insurance will be in effect before a policy is issued unless all of the following conditions are met:

1. All of the information in the Application and any additions to the Application must be true and complete;
2. The proposed insured must be a standard risk according to the Company's underwriting rules;
3. All items concerning insurability (including, but not limited to, the results of medical examinations or body fluid studies and attending physician statements) must be received; and
4. At least one full month's premium (but not more than the amount required to purchase \$500,000 of insurance for each insured) for the policy applied for must be received with the Application.

**EFFECTIVE DATE OF CONDITIONAL COVERAGE** Any Conditional Coverage will become effective on the date the Application is signed, or the date the Company receives the results of all required tests and exams or other requested information, whichever is later.

**CONDITIONAL COVERAGE AMOUNT AND LIMIT** The amount of insurance provided under this conditional receipt is the amount applied for and for which premium has been paid, but not exceeding \$500,000 for each proposed insured.

## Method of Billing

You may save money by paying the premium on an annual basis. Semi-annual, quarterly, and monthly premiums include additional premium charges. Whether you will save money depends upon a number of factors, including the interest rate applicable to your savings or other account and/or the interest or other cost to you of borrowing money from a third party to make an annual premium payment rather than periodic payments. If you would like additional information, including information about the cost of our periodic payments, please contact your sales representative.

## Pre-Authorized Checking Payment Plan

By choosing to pay premiums monthly, you are authorizing the Company to direct a transfer of funds, to be made by drawing of a check, an automatic debit entry, or any other means permitted by law (a "payment transfer") from your account.

You also acknowledge and agree to the following terms and conditions:

1. Payment transfers will be made on or about the premium due date. The entry on your financial institution's account statement showing that a payment transfer has been made or your receipt of a cancelled check reflecting a payment transfer will be your notice of our receipt of your premiums.
2. A premium payment will be considered as been made and received by us only if the payment transfer for that premium is actually completed by your financial institution. If your financial institution refuses to make a payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed or readjusted, for any reason, including

a stop payment order or for insufficient funds, **You will be responsible for any charges incurred. The Company may make a second attempt to have a payment transfer made from your account for that premium.** Any subsequent payment transfer completed by your financial institution or any other payment will be applied toward back premiums due, and may not prevent any lapse of the policy for non-payment of premium(s).

3. The Company may terminate your participation in the Pre-Authorized Checking Plan at any time without prior notice if your financial institution refuses to make a payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed or readjusted for any reason, including stop payment order or for insufficient funds.
4. The Pre-Authorized Checking Plan may be terminated at any time by the Company, the policyowner or an Authorized Account Holder by written notice to other parties. **Notification to the Company shall be effective only with respect to payment transfers directed by the Company after the Company has received the notification. The Company will process the changes within 3 - 10 business days after receipt. You may, at your expense, request that your financial institution discontinue making payment transfers for premium payments from your account.** Your financial institution also reserves the right to terminate its participation in the Pre-Authorized Checking Plan at any time without prior notice.
5. If the Pre-Authorized Checking Plan is terminated for any reason, any premium past due at the time of termination and any premiums due after the date of that termination will be payable at the premium rate and in accordance with the payment schedule which would have been applicable to the policy if you had not chosen to participate in the Pre-Authorized Checking Plan. If the Pre-Authorized Checking Plan is terminated, the amount of the first premium due after the date of that termination will be prorated and the premium payment schedule revised so that a regularly scheduled premium payment will be due on each policy anniversary date. If your financial institution refuses to make payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed, or readjusted, causing termination of the Pre-Authorized Checking Plan, your policy will automatically be placed on a quarterly direct billing mode, unless otherwise directed by the policyowner.
6. Primerica Life will not be liable for any loss, damage or expenses of any kind or nature resulting directly or indirectly from, or in any way connected with, the refusal of your financial institution to complete a payment transfer or the rejection, dishonor, return, reversal or readjustment for any reason of a payment transfer.

## Applying for Preferred Rates

If you applied for preferred rates, you understand that to be eligible for preferred rates you must: (1) meet preferred rate underwriting criteria; (2) submit to additional testing requirements, such as blood and urine testing; and (3) meet minimum coverage amount requirements. You also understand that the final determination for coverage and the risk classification is subject to approval by the Underwriting Department.

## Health Insurance Portability and Accountability Act (HIPAA) Authorization

### For Use and Disclosure of Protected Health Information

By my signature below or by my electronic signature if the electronic application process is used: **(1)** I authorize Primerica Life Insurance Company, its affiliates, reinsurers, and authorized representatives, including agents, insurance support organizations and service providers to receive my health information; **(2)** I acknowledge that health information may include information within the past 10 years about prescription histories, the diagnosis, treatment and prognosis of any physical or mental condition and the use of drugs or alcohol, but not psychotherapy notes; **(3)** I authorize any licensed physician, medical practitioner, hospital, clinic, Veteran's Administration, government facility, or other entity or person ("My Providers") to disclose my health information; **(4)** I acknowledge that this Authorization is to determine my eligibility for insurance and any claim for insurance benefits; **(5)** I acknowledge that this Authorization expires two (2) years from the date it is signed; **(6)** I acknowledge that I may revoke this Authorization at any time, by sending written notice to My Provider's address, however, my revocation will not apply retroactively or prevent the Company from contesting a claim for insurance benefits; **(7)** I acknowledge that if I refuse to sign this Authorization, My Providers may not refuse to provide treatment or payment for health care services, however the Company may not be able to process my application or, if coverage is issued, make any benefit payments; **(8)** I acknowledge that information disclosed pursuant to this Authorization may be redisclosed and no longer covered by certain federal rules governing privacy of health information; and **(9)** I acknowledge that a photographic copy of this Authorization, including a photographic or electronic copy of my signature, is valid as the original and I may receive a copy of this Authorization after it is signed.

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Signature of Proposed Primary Insured

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Signature of Spouse (if proposed for coverage)

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Date



# Disclosure for Investigative Consumer Reports and the Medical Information Bureau (MIB)

As a part of the Company's regular underwriting procedure, an investigative consumer report may be obtained which will contain personal information concerning your character, habits, general reputation, personal characteristics and mode of living, except as may be related directly or indirectly to your sexual orientation. This information may be obtained through personal interviews with your neighbors, friends, associates and acquaintances. In the event that a report is obtained, you understand that you may request to be interviewed in connection with the report and that a right of access and correction exists with respect to the report and all personal information collected. Upon written request to the Company at [3120 Breckinridge Boulevard, Duluth, Ga. 30099-0001], further detailed information on the nature and scope of the report will be provided.

Information regarding your insurability will be treated as confidential. The Company or its reinsurers may, however, make a brief report to the MIB, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its Members. If you apply to another Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the MIB, upon request, will supply such company with information in its files.

Upon receipt of a request from you, the MIB will arrange disclosure of any information it may have in your file. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is [50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8134], toll-free telephone numbers [866-692-6901 (TTY 866-346-3642) for hearing impaired).

The Company or its reinsurers may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

## Notice and Consent for Blood and Body Fluid Testing

To help evaluate your insurability, Primerica Life Insurance Company has requested that you elect to provide samples of your blood and/or other body fluids for testing and analysis. Depending on your age, your medical history and the amount or the type of insurance applied for, you may be asked to provide a sample of blood and/or body fluids, such as saliva, for testing and analysis. All tests will be performed by a licensed laboratory. By signing and dating the handheld computer, you agree that the testing and analysis may be performed on your blood and/or other body fluid samples.

The tests to be performed will include a test to try to determine the presence of antibodies or antigens to the Human Immunodeficiency Virus (HIV), also known as the AIDS virus. The HIV test performed is actually a series of tests designed to determine the presence of these antibodies or antigens. If you have been infected with the HIV virus, which causes AIDS, your body may have produced HIV antibodies which try to get rid of the infection.

You may be requested to provide a sample of your body fluids (e.g., saliva) for testing for evidence of HIV antibodies and foreign substances such as cotinine and cocaine. You may be requested to provide a sample of your blood for testing for evidence of HIV antibodies, and for other testing such as determining blood cholesterol and related lipids (fats) and screening for diabetes, liver and kidney disorders.

## Testing Considerations

Many public health organizations recommend a person seek counseling before taking an HIV related test, to become informed about the implications of such test. You may wish to consider counseling, at your expense, prior to being tested.

## Meaning of a Positive Test Result

Either HIV test is reliable. A blood test is more reliable than a body fluid test. You may elect which sample you prefer to provide for initial testing. In some instances, the test results may be abnormal ("positive") for persons who are not infected with the virus. Additionally, the test results may occasionally be normal ("negative") in persons who are infected with HIV, especially when the infection has occurred within the previous 6 months.

While abnormal HIV test results do not mean you have AIDS, they could mean you have a significantly increased risk of developing AIDS or AIDS-related conditions and you should consider further independent testing. Federal authorities say that persons who are HIV positive should be considered to be infected with the AIDS virus and capable of infecting others. An abnormal test result or other significant blood or body fluid abnormalities may adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

## Disclosure of Positive Test Results

All test results will be treated confidentially. The results of the test will be reported by the laboratory to the Insurer. The test results will be disclosed to employees of the Insurer who have the responsibility to make underwriting decisions on behalf of the Insurer or to outside legal counsel who need such information to effectively advise the Insurer with regard to your application for insurance. The results also may be reported to the Insurer's affiliates or reinsurers in connection with insurance you have applied for. In addition, if you are refused insurance because your HIV test is abnormal, a generic code signifying non-specific blood abnormality will be reported to the Medical Information Bureau, Inc. (MIB). Test results will not otherwise be disclosed, except as required by law or as authorized by you.

## Notification of Test Results

If your HIV test results are normal, no notification will be sent to you. If your HIV tests are abnormal, the Insurer will contact you, your legal guardian, or another person authorized by you.

If you wish to preauthorize another person for notification of abnormal test results, please give the name and address of the person you authorize to your Primerica representative. We encourage you to authorize a physician or other health care provider for the purpose of discussing test results.

## Informed Consent

I have read and I understand this NOTICE AND CONSENT FOR BLOOD AND BODY FLUID TESTING. I voluntarily consent to the withdrawal of blood from me by needle and/or the withdrawal of a body fluid sample, and the testing of that blood and/or body fluid as described above, and the disclosure of the test results as described above, including disclosure to the person, if any, indicated on the handheld computer. I have read the information in this notice about what a test result means and understand that I should contact a local AIDS service group or my physician or health care provider for further information and counseling if the HIV test result is abnormal. If I elected body fluid testing, I acknowledge that: 1) the agent has discussed, and I have received the information about providing a body fluid specimen, the collection device and HIV/AIDS; 2) I have read and understand this information, including that I may elect a blood or a body fluid collection method of test; and 3) I understand that I am responsible to avail myself for any necessary retesting, and if I choose not to do so, I authorize the Company to consider my inaction as my request to withdraw my application for insurance. I understand that I have the right to request and receive a copy of my authorization.

## Terminal Illness Accelerated Benefit Disclosure

The policy You (the owner) have applied for contains a Terminal Illness Accelerated Benefit. We are required to provide you with this disclosure. This benefit is not a long term care policy.

If the Insured becomes terminally ill with a life expectancy of less than six months, You may choose to request the Accelerated Benefit. This Benefit provides an Accelerated Payment of 40% of the Face Amount of the Policy or Rider not to exceed a maximum of \$250,000.

The Accelerated Benefit payment will only be paid upon a diagnosis of a Terminal Illness, which is a noncorrectable medical condition that with reasonable medical certainty, will result in the Insured's death in less than 6 months from the date of the Physician Statement.

There is a one time administrative fee of \$200.00 plus interest calculated at the current yield on a 90 day Treasury Bill. Payment of this Benefit will result in a lien against the proceeds of your policy. For example, if you have a policy with the Face Amount of \$100,000, you may apply for \$40,000. You will be paid the \$40,000 upon approval of your claim. Assuming the annual interest rate is 3% and final death proceeds are paid 4 months after the Accelerated Benefit is paid, \$40,000 plus the \$200.00 administrative fee plus 3% for 4 months on \$40,200, for a total of \$40,602, will be deducted from the final death proceeds.

Payment of the Accelerated Benefit will have no effect on the amount of future premiums, if any, required under this policy. If you do not have a waiver of premium, you are still obligated for future premiums.

ANY ACCELERATED BENEFIT PAID UNDER THIS POLICY MAY BE TAXABLE. A PERSONAL TAX ADVISOR SHOULD BE CONSULTED. PAYMENT OF ANY ACCELERATED BENEFIT MAY ALSO ADVERSELY AFFECT THE RECIPIENT'S ELIGIBILITY FOR MEDICAID AND OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. THIS DISCLOSURE IS NOT A CONTRACT, IT IS INTENDED ONLY AS A SUMMARY OF THE BENEFIT PROVISIONS. IN ALL CASES, CONSULT YOUR POLICY FOR FULL DETAILS AND RESTRICTIONS.

# Important Notice: Replacement of Life Insurance or Annuities

If you have existing insurance, your Primerica Representative will offer to read to you this section.

You are contemplating the purchase of a life insurance policy and/or rider. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy and/or rider or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy and/or rider or an annuity contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy and/or rider. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and also those asked and recorded by your Representative.

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy and/or rider or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You may return your policy and/or rider to Primerica Life for any reason within 30 days after you receive it. If returned, it will be considered void from the beginning. Any premium paid will be refunded.

Your representative will complete the following information:

CONTRACT OR POLICY PROVISION	EXISTING POLICY (for more policies use an additional PLA-108 AR REV 1)			REPLACEMENT POLICY
	Policy 1	Policy 2	Policy 3	
Current Proposed Premium/Annual Consideration				
Current Contract Value				N/A
Current Surrender Value				N/A
Death Benefit Amount				
Current Interest Rate & Guarantee Period				N/A
Guaranteed Minimum Accumulation/ Interest Rate				N/A
Surrender Charge Period in Years/Charge Percentage Per Year/Years Remaining				N/A
Are free withdrawals available? If yes, what percentage? List options.				N/A
Other Significant Policy or Contract Provision				

You should discuss the above information and following questions with your representative to determine whether replacement or financing your purchase makes sense.

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request an in force illustration, the policy summary or available disclosure documents, one must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure

that you are making an informed decision.

**PREMIUMS.** Are they affordable? Could they change? You're older -- are premiums higher for the proposed new policy and/or rider? How long will you have to pay premiums on the new policy and/or rider? On the old policy?

**POLICY VALUES.** New policies and/or riders usually take longer to build cash values and to pay dividends. Acquisition costs for the old policy may have been paid, you will incur costs for the new one. What surrender charges do the policies have? What expense and sales charges will you pay on the new policy and/or rider? Does the new policy and/or rider provide more insurance coverage?

**INSURABILITY.** If your health has changed since you bought your old policy, the new one could cost you more or you could be turned down. You may need a medical exam for a new policy and/or rider. Claims on most new policies and/or riders for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY AND/OR RIDER.** How are premiums for both policies being paid? How will the premiums on your existing policy and/or rider be affected? Will a loan be deducted from death benefits? What values from the old policy are being used to pay premiums?

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